



News of the Day.

"To show the very age and body of the times."

The Japanese are beginning to show signs of impatience at their protracted stay, but as yet no day has been fixed for their leaving Washington or the country. Yesterday the ambassadors visited the Smithsonian Institute and the Coast Survey office. The under officials in groups, and unattended, visit places of manufacture and art, being everywhere courteously received. Their curiosity being satisfied, they are no longer subjected to the petty annoyances so obnoxious to them on their arrival.

The Massachusetts legislature met in special session at Boston, on Wednesday, to take into consideration the cattle disease, with which the stock of that State has been so fearfully afflicted. Gov. Barnes delivered a message, in which he estimates the number of neat cattle in the United States at twenty millions. He urges the importance of checking the contagion.

The Niagara has gone into dry-dock at the Brooklyn Navy Yard. The Niagara will be repaired and refitted as quick as possible. The programme of the Niagara has been changed, as regards her conveying the Japanese from Panama to Japan. Instead of her going to Panama, she will convey them directly to Japan, touching on her way at St. Helena, Rio, and Cape Town, &c.

The Richmond Whig thinks it exceedingly doubtful whether the Virginia Legislature will consider it worth while to meet their cotton state brethren in convention in June. Out of nearly one hundred and sixty counties in the state, the democracy and four have yet held meetings signifying their approval of said convention, or their wish to be represented in it.

The U. S. Attorney General gave an opinion yesterday in favor of allowing the State of Missouri about \$400,000, being 2 per cent, arising from the sale of the public lands in that State, heretofore reserved by the federal government on account of the construction of a national road, but which never extended to Missouri. A draft was issued for the amount.

Some splendid presents have been received at the Navy Department, from the Emperor of Russia and the Queen of England, through their respective Ministers, for Capt. Hudson, of the United States navy. They consist of elegant diamond snuff boxes and diamond pins of the most elaborate workmanship.

Five years ago there was not more than 20 miles of railroad in the whole State of Florida. About that time a system of railroads, to the extent of 750 miles, was projected and, at this time, of those 750 miles there are, at the present, not less than 320 miles completed, in operation, and doing well.

The War Department has telegraphed to the commander at Camp Floyd, directing that adequate protection be sent from Salt Lake to Carson Valley, which will effectively guard the emigrants and the mails, and secure the safety of the pony express in future.

Business seems to accumulate upon the House of Congress, and an adjournment by the 15th June is believed to be out of the question. The Senate may be detained after the adjournment of Congress, by the President.

A Female Farming and Floral Home, for training young females to the pursuit of agriculture and domesticity, at the same time that they are intellectually educated and formed to the habits of domestic thrift, is the project of Mrs. E. Langdon, of Rye, N. Y.

Fifteen hundred acres of watermelons have been planted in Driftwood Township, Jackson county, Ind. It is calculated that these fifteen hundred acres will produce \$200,000 worth of melons.

The Old School General Assembly closed its sessions at Rochester on Wednesday. Beyond the appointment of commissioners to visit the Synod of France, the closing proceedings were without interest.

The Carlisle Democrat states that Dr. Charles Collins is about to resign the presidency of Dickinson College, having accepted a similar position in the State Female College, near Memphis, Tenn.

The steamship Europa sailed on Thursday, with sixty-seven passengers for Liverpool and twelve for Halifax, but no specie. Rev. H. Gratian Guinness is among her passengers.

The brig Jealousie, which was the subject of an outrage from a British vessel on the coast of Africa some time since, has arrived at Charleston.

It is stated that Prince Napoleon is coming to this New York, by the Emperor, for the "Evening Post" learns by the mails of the Glasgow.

At New Orleans, May 30th, the Bayou Sara packet, Duncan F. Kenner, the ferry-boat, B. Clark, and an Opelousas clay barge were burned. Loss \$700,000.

Hicks, the condemned number of the captain and crew of the ship E. A. Johnson, has been refused a new trial in New York.

The New England anti-slavery convention, with its crew of Phillips, Douglas, Remond, &c., assembled in Boston, the 30th.

Parties victimized in a Boston bank, broke into the safe, and took some six or seven thousand dollars.

Philip Clayton, is acting Secretary of the Treasury during the temporary absence of Gov. Cobb in Georgia.

The steam ship of war Daotah (6 guns) has returned from her second trial trip, which was a very satisfactory one.

The Covode Committee.

Mr. Wilson, of Ohio, testified before the Covode Committee on Wednesday. He carried a message from the late Postmaster General Brown to Mr. Cox, member from Ohio, a few days before the passage of the English bill, to the effect that if (Mr. Cox) supported that measure it would place him in a high position of favor with the Administration. Mr. Cox's answer to that overture, asking time to consider, was borne by him to Mr. Brown. Finally Mr. Cox voted for the bill, and Mr. Miller, who had been removed from the Post Office at Columbus because Mr. Cox had become refractory, was restored in consideration of that service. Subsequently, the Administration exerted all its influence to promote the reelection of Mr. Cox to Congress, and he could not have been returned without that aid. Mr. Will-son stated he had been chief clerk in the Columbus Post Office, and was a son-in-law of Sam. Mayhew.

He was also sent as a confidential agent of the Administration to Mobile to aid in arresting Walker's filibustering expedition, his report of which had been made to Attorney General Black, but never published.

Capt. Eagle of the Navy Yard, an old uncle of Tom Florence's, member of Congress, was employed at the Philadelphia Navy Yard with pay of three dollars per day, who performed service, and several clerks were paid salaries who were equally useless as officers.—Baltimore American.

The Railroad Case.

After a careful consideration of the opinion of the Court of Appeals in the case of the Richmond, Fredericksburg and Potomac Railroad Company, the Virginia Railroad Commission, and the Virginia Railroad Companies, the undersigned, Counsel for the Appellees, are of opinion that the following is a correct exposition of that opinion, viz:

1. That the Virginia Central Railroad was lawfully constructed from Richmond to Gordonsville.

2. That the Orange and Alexandria Railroad was lawfully constructed from Alexandria to the same point.

3. That that road may carry passengers to that point, and to intermediate points.

4. That the Richmond, Fredericksburg and Potomac Company is entitled to the "long" or "through" travel only, and that the "long" or "through" traveler is a person who starting from Richmond or some point South of it, goes to Washington or some point North of it, or vice versa.

5. That the Appellees shall not, by any agreement, be entitled to the use of that road, or of the loss of damage which it has sustained by the encroachments of the Appellees upon its rights in carrying such through-passengers by continuous travel.

6. That in taking the account, it should be assumed that all the travellers from Richmond to Alexandria, or Alexandria to Richmond, who went with through-tickets, were travellers from Richmond to Washington, or vice versa, with the Appellees to show that such was not the fact, or that such passengers would not, or could not, "by reason of loss in the Potomac or for any other cause, have taken the line of the Appellees, if there had been no such continuous and uninterrupted line of travel by means of through-tickets, and through-fares, with through-checks for baggage, established and conducted by the roads of the Appellees."

And the result of this ruling is—

1. That the Appellees may, severally, carry upon their roads any and every passenger who may desire to travel, without regard to the place to which they came, or to the point to which they desire to go, beyond Gordonsville, provided there be a change of cars and roads at Gordonsville, and no through ticket or through checks to Richmond or Washington, or points beyond that point.

2. That through tickets may be given from Richmond to Alexandria, and by any point South of Alexandria, for local passengers; from Alexandria to Richmond, and by any point North of Richmond, for local passengers; from any point North of Richmond to Alexandria—

3. That the Appellees are entitled to no compensation for passengers who would not or could not, from any cause have taken the road of the Appellee, if the roads of the Appellees had not been open at the time of travel, and who therefore took the roads of the Appellees.

4. That the Appellees are entitled only to the net profit of the passengers who were transported by the Appellees in violation of the guarantee, if the transportation of such passengers would have cost the Appellees anything beyond its daily current expenses, without regard to the fact that the Appellees is, by the decree, entitled only to the "loss or damage which it shall have sustained;" and, of course, the payment by the Appellees of cost of transportation, which the Appellees would have been compelled to pay, if it had not been paid by the Appellees, has occasioned no loss to the Appellees.

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50. That the Appellees are entitled only to the net profit of the passengers who were transported by the Appellees in violation of the guarantee, if the transportation of such passengers would have cost the Appellees anything beyond its daily current expenses, without regard to the fact that the Appellees is, by the decree, entitled only to the "loss or damage which it shall have sustained;" and, of course, the payment by the Appellees of cost of transportation, which the Appellees would have been compelled to pay, if it had not been paid by the Appellees, has occasioned no loss to the Appellees.

51. That an injunction should be awarded to restrain the Appellees, their agents and all others, from further encroachments upon the rights of the Appellees, as before defined, and that an account should be ordered of the loss or damage which the Appellees have sustained by the encroachment of the Appellees upon its rights, in carrying passengers from Richmond to Washington, by a continuous and uninterrupted line of travel, from Richmond to Alexandria, or from Alexandria to Richmond, and who could, and would, at the time of the travel, have traveled upon the road of the Appellees, if the roads of the Appellees had not been open at the time of travel, and who therefore took the roads of the Appellees.

52. That the Appellees are entitled only to the net profit of the passengers who were transported by the Appellees in violation of the guarantee, if the transportation of such passengers would have cost the Appellees anything beyond its daily current